

REMARKS

The above Amendments and these Remarks are in response to the Office action mailed February 26, 2008. Applicant has amended claims 1, 6-8 and 10-11, and canceled claim 9 without prejudice. No new matter is added. Claims 1-8 and 10-11 remain pending in the application.

Applicant appreciates Examiner's careful review and consideration of the present application.

Priority

Acknowledgment is made of applicant's claim for foreign priority based on an application filed in Taiwan on April 11, 2003. It is noted, however, that applicant has not filed a certified copy of the foreign application as required by 35 U.S.C. 119 (b).

The Examiner is thanked for acknowledging the foreign priority based on an application filed in Taiwan on April 11, 2003. In the response to this Office Action, applicant respectfully holds this requirement in abeyance and will submit a certified copy of the foreign application TAIWAN 92108302 upon receiving a Notice of Allowance.

Specification

The abstract of the disclosure was objected to because it includes language which is implied. Correction is required.

In response, applicant has amended the abstract with regards to Examiner's suggestions. In addition, Applicant submits that the details of an application server of the system as provided in the Abstract are related to basic features of the system of the present application. Accordingly, it is submitted that the abstract now comports with the MPEP format and language guidelines, and is in proper form. Reconsideration and removal of the objection are respectfully requested.

Claim Rejections Under 35 U.S.C. 112

Claims 6-11 were rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

I. Specifically as to claim 6, it is unclear how the winning supplier is selected in the granting step of the claim.

In response, applicant has added a limitation ***“according to quoting records of the selected suppliers, price negotiating records with the selected suppliers and information on products to be purchased”*** to the feature ***“comparing the bidding results to select a winning supplier.”*** Thus, applicant submits that it is now clear how the winning supplier is selected.

II. Specifically as to claim 7, the claim is indefinite for the “if” statement in that it is unclear what parameters are used to determine if quality of the product. Further, the claim is indefinite as it does not include steps to perform if the quality is unsatisfactory.

In response, applicant has changed the term “if” to the term “when”. It is submitted that amended claim 7 is now definite.

III. Specifically as to claim 8, the claim is indefinite because the “if” statement is not complete as to what action is taken for the alternative.

In response, applicant has changed the term “if” to the term “when”. It is submitted that amended claim 8 is now definite.

IV. Specifically as to claim 9, the claim is unclear as to the metes and bounds as the language used is indefinite. Further, the use of “determining whether there is a need to a negotiate” is indefinite because there are no parameters set forth in determining this need. In addition, the use of “if” statements are indefinite if there are no clear limitation for alternatives because if there is no need determined, then the claim would further concerns in what it is intending to claim.

In response, applicant has canceled claim 9 without prejudice, thus the rejection relating thereto is now moot.

V. Specifically as to claims 10 and 11, the “if” statements in the claims are unclear for the reasons set forth in the above rejection of claims 6-9.

In response, applicant has amended claims 10 and 11 by changing the term “if” to the term “when”. It is submitted that amended claims 10 and 11 are now definite.

Claim Rejections Under 35 U.S.C. 103

Claims 1-11 were rejected under 35 U.S.C. 103(a) as being unpatentable over Giovannoli, Pat. No. US 5,758,328 in view of Aycock et al. Pat. No. US 5,765,138 (hereinafter referred as to Aycock).

Applicant respectfully requests reconsideration and removal of the rejections and allowance of claims 1-8 and 10-11, for at least the following reasons:

Claims 1-5

Claim 1, as amended, recites in part:

“a price inquiring/quoting/price negotiating management module for inquiring of prices, receiving quotations from selected suppliers, negotiating prices, and generating price-related records; [and]

an online bidding management module for opening a bid, comparing bidding results according to the price-related records, determining a winning supplier, granting a winning bid to the winning supplier, and generating bid-related records.”

Applicant submits that any combination of Giovannoli and Aycock does not teach or otherwise suggest the invention having the above-highlighted features as set forth in amended claim 1.

On FIG. 2A and FIG. 2B of Giovannoli, it is disclosed that “... [t]he quotation system uses the vendor’s quotations to prepare E-mail for the requesting buyer. The E-mail can be formatted using HTML codes to permit the buyer to display its E-mail as if it were an HTML page. In this way the E-mail response will have HTML hypertext capability and enable the buyer to select options from the HTML coded E-mail for

convenient processing of the quotations. Such options may include sending an electronic purchase order in response to a vendor quotation, and requesting that appropriate credit information of the buyer be provided to the vendor from records kept by the quotation system.”

From disclosures above, it can be known that, in Giovannoli, a buyer selects a vendor *only according to quotations of a plurality of vendors*. However, as claimed in claim 1 of the present application, a buyer first inquires of prices, receives quotations from selected suppliers, then negotiates prices with the selected suppliers and generates price-related records through a price inquiring/quoting/price negotiating management module, and then opens a bid, compares bidding results according to the price-related records, finally, determines a winning supplier, and grants a winning bid to the winning supplier through an online bidding management module.

Thus, according to the disclosure of FIG. 2A and FIG. 2B, and even in the entire Giovannoli, applicant acknowledges that Giovannoli has disclosed the features of “inquiring of prices, receiving quotations from selected suppliers”. However, applicant submits that Giovannoli does not disclose or suggest the feature of “negotiating prices with the selected suppliers,” and further does not disclose or suggest the features of “opening a bid, comparing bidding results, determining a winning supplier, granting a winning bid to the winning supplier, and generating bid-related records.”

In summary, applicant submits that Giovannoli does not teach or suggest the limitation of “*a price inquiring/quoting/price negotiating management module for inquiring of prices, receiving quotations from selected suppliers, negotiating prices, and generating price-related records; [and] an online bidding management module for opening a bid, comparing bidding results according to the price-related records, determining a winning supplier, granting a winning bid to the winning supplier, and generating bid-related records,*” as recited in amended claim 1 of the present application.

In addition, applicant submits that Aycock does not teach or suggest the invention having the above-highlighted features either. Furthermore, any combination of Giovannoli and Aycock fails to teach or suggest the invention having the above-highlighted features.

In addition, claim 1, as amended, recites in part:

“a contract management module for *signing procurement contracts with winning suppliers online, and for maintaining the procurement contracts.*”

Applicant submits that any combination of Giovannoli and Aycock does not teach or otherwise suggest the invention having the above-highlighted feature as set forth in amended claim 1.

Applicant submits that Giovannoli fails to disclose, teach, or suggest the invention having the above-highlighted feature as recited in amended claim 1. This submission is supported by the statement on page 6 of the Office action regarding what Giovannoli does not specifically disclose in relation to claim 1 as originally filed.

On page 6 of the Office action, it is stated that figure 6 of Aycock teaches or suggests the above-highlighted feature. Applicant respectfully disagrees and traverses for at least the reason below.

Figure 6 discloses an exemplary display of the supplier self-evaluation system and further discloses how to operate the supplier self-evaluation system using the display. The supplier self-evaluation system of Aycock is configured for suppliers responding to requests for proposals in an efficient manner.

However, as claimed in claim 1, the contract management module of the present application is configured for a user *signing procurement contracts with winning suppliers online, and for maintaining the procurement contracts.*

Thus, applicant submits that figure 6 of Aycock does not teach or suggest the feature of “a contract management module for *signing procurement contracts with winning suppliers online, and for maintaining the procurement contracts,*” as recited in amended claim 1 of the present application. In addition, applicant submits that the

entire Aycock and even with any combination of Giovannoli fails to teach or suggest the invention having the above-highlighted feature either.

For at least the above reasons, applicant submits that any combination of Giovannoli and Aycock does not teach or even suggest the present invention having the above-described features as set forth in amended claim 1. That is, amended claim 1 is unobvious and patentable over Giovannoli in view of Aycock under 35 U.S.C. 103(a). Reconsideration and removal of the rejection and allowance of amended claim 1 are requested.

Claims 2-5 depend from independent claim 1, and respectively recite additional subject matter. Therefore, Applicant submits that claims 2-5 are also allowable.

Claims 6-11

Claim 6, as amended, recites in part:

“opening a bid online;

receiving bidding results from the selected suppliers;

comparing the bidding results to select a winning supplier according to quoting records of the selected suppliers, price negotiating records with the selected suppliers and information on products to be purchased; and

granting a winning bid to the winning supplier and notifying the winning supplier to deliver the products.”

Amended claim 6 is a method claim corresponding to the system of amended claim 1. Referring to and incorporating herein the above reasons regarding the patentability of amended claim 1, applicant submits that any combination of Giovannoli and Aycock does not teach or even suggest the invention having the above-described features as set forth in amended claim 6. Accordingly, amended claim 6 is unobvious under 35 U.S.C. §103(a) over Giovannoli in view of Aycock. Reconsideration and removal of the rejection and allowance of amended claim 6 are requested.

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Since claims 7-8 and 10-11 depend from amended independent claim 6, and recite additional subject matter, claims 7-8 and 10-11 should also be allowable.

Since applicant has canceled claim 9 without prejudice, the rejection relating to claim 9 is now moot.

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CONCLUSION

Applicant submits that the foregoing Amendment and Response place this application in condition for allowance. If Examiner believes that there are any issues that can be resolved by a telephone conference, or that there are any informalities that can be corrected by an Examiner's amendment, please call the undersigned at 714.626.1224.

Respectfully submitted,
Lin et al.

By /Frank R. Niranjn/ Date: May 23, 2008

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